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Attorneys for Defendants
Navient Corporation and Navient Solutions, LLC

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

BRIAN MANETTA, SERGIO PEREIRA,
ESTHER SYGAL-PEREIRA, MATTHEW
MARKOSIAN, NAIMISH BAXI,
HARVEY MINANO, SYDNEY PECK,
MAHMUD IBRAHIM, and GEORGE
AMORES, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

NAVIENT CORPORATION, NAVIENT
SOLUTIONS, LLC f/k/a NAVIENT
SOLUTIONS, INC. f/k/a SALLIE MAE,
INC., and SLM CORPORATION,

Defendants

Civil Action No.
2:20-cv-07712-SDW-LDW

**DEFENDANT NAVIENT
SOLUTIONS, LLC'S
ANSWER TO PLAINTIFFS'
COMPLAINT**

Defendant Navient Solutions, LLC (“NSL”), by and through undersigned counsel, hereby files its Answer and Affirmative Defenses to the Complaint (the “Complaint”) of plaintiffs Brian Manetta (“Manetta”), Sergio Pereira (“Pereira”), Ester Sygal-Pereira (“Sygal-Pereira”), Matthew Markosian (“Markosian”), Naimsih Baxi (“Baxi”), Harvey Minano (“Minano”), Sydney Peck (“Peck”), Mahmud Ibrahim (“Ibrahim”) and George Amores (“Amores,” and together with Manetta, Pereira, Sygal-Pereira, Markosian, Baxi, Minano and Ibrahim, “Plaintiffs”) and states as follows:

Answering Plaintiffs’ opening paragraphs, NSL states that Plaintiffs purport to bring this action for unlawful acts and practices. Further, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein. Except as expressly stated, NSL denies each and every other allegation set forth therein.

INTRODUCTION

1. Answering Paragraph 1 of the Complaint, NSL states that Plaintiffs purport to bring this action for violations of the New Jersey Consumer Fraud Act, the Delaware Consumer Fraud Act, the Florida Deceptive and Unfair Trade Practices Act and the New York General Business Law. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 1.

2. Answering Paragraph 2 of the Complaint, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein. NSL states that statements of the Board of Governors of the Federal Reserve System speak for themselves and denies any allegations that are inconsistent therewith.

3. Answering Paragraph 3 of the Complaint, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein. NSL states that Richard Howells, *Student Loan Debt Statistics In 2020: A Record \$1.6 Trillion*, speaks for itself and denies any allegations that are inconsistent therewith.

4. Answering Paragraph 4 of the Complaint, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein. NSL states that Richard Howells, *Student Loan Debt Statistics In 2020: A Record \$1.6 Trillion*, speaks for itself and denies any allegations that are inconsistent therewith.

5. Answering Paragraph 5 of the Complaint, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the

allegations set forth therein and, on that basis, denies each and every allegation set forth therein.

6. Answering Paragraph 6 of the Complaint, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein. NSL states that *TIAA-MIT Age Lab Study Finds Student Loan Debt Significantly Impacts Retirement Savings, Longevity Planning and Family Relationships* speaks for itself and denies any allegations that are inconsistent therewith.

7. Answering Paragraph 7 of the Complaint, NSL states that it was formerly known as Sallie Mae, Inc. and that it services student loans, including servicing loans for the United States Department of Education (“ED”).

8. Answering Paragraph 8 of the Complaint, NSL admits the allegations set forth therein.

9. Answering Paragraph 9 of the Complaint, NSL states that student loans are subject to monthly payments. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 9.

10. Answering Paragraph 10 of the Complaint, NSL states that it services or has serviced the student loans of Plaintiffs, and that such servicing is governed by promissory notes and potentially also by federal regulations. NSL denies any

allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 10.

11. Answering Paragraph 11 of the Complaint, NSL states that it services or has serviced the student loans of Plaintiffs, and that such servicing is governed by promissory notes and potentially also by federal regulations. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 11.

12. Answering Paragraph 12 of the Complaint, NSL denies the allegations set forth therein.

13. Answering Paragraph 13 of the Complaint, NSL denies the allegations stated therein.

14. Answering Paragraph 14 of the Complaint, NSL denies the allegations stated therein.

15. Answering Paragraph 15 of the Complaint, NSL denies the allegations stated therein.

16. Answering Paragraph 16 of the Complaint, NSL denies the allegations stated therein.

17. Answering Paragraph 17 of the Complaint, NSL denies the allegations stated therein.

18. Answering Paragraph 18 of the Complaint, NSL denies the allegations stated therein.

19. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

20. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

21. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

22. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

23. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

24. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

25. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

26. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

27. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

28. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

29. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

30. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

31. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

32. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

33. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

34. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

35. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

36. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

PARTIES

I. PLAINTIFFS

37. Answering Paragraph 37 of the Complaint, NSL states that it services loans for Manetta, and otherwise states that it is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations set forth in Paragraph 37 and those allegations are denied.

38. Answering Paragraph 38 of the Complaint, NSL states that it services loans for Pereira and otherwise states that it is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations set forth in Paragraph 38 and those allegations are denied.

39. Answering Paragraph 39 of the Complaint, NSL states that it services loans for Sygal-Pereira and otherwise states that it is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations set forth in Paragraph 39 and those allegations are denied.

40. Answering Paragraph 40 of the Complaint, NSL states that it services loans for Markosian and otherwise states that it is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations set forth in Paragraph 40 and those allegations are denied.

41. Answering Paragraph 41 of the Complaint, NSL states that it services loans for Baxi and otherwise states that it is without sufficient knowledge or

information to form a belief as to the truth of the remaining allegations set forth in Paragraph 41 and those allegations are denied.

42. Answering Paragraph 42 of the Complaint, NSL states that it services loans for Minano and otherwise states that it is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations set forth in Paragraph 42 and those allegations are denied.

43. Answering Paragraph 43 of the Complaint, NSL states that it services loans for Peck and otherwise states that it is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations set forth in Paragraph 43 and those allegations are denied.

44. Answering Paragraph 44 of the Complaint, NSL states that it services loans for Ibrahim and otherwise states that it is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations set forth in Paragraph 44 and those allegations are denied.

45. Answering Paragraph 45 of the Complaint, NSL states that it services loans for Amores and otherwise states that it is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations set forth in Paragraph 45 and those allegations are denied.

II. DEFENDANTS

46. Paragraph 46 consists of allegations to which no response is required as they are not directed to NSL, which is a separate and distinct entity from Navient Corporation (“Navient Corp.”).

47. Answering Paragraph 47 of the Complaint, NSL states that Navient Corp. is the parent of NSL.

48. Answering Paragraph 48 of the Complaint, NSL admits the allegations stated therein.

49. Answering Paragraph 49 of the Complaint, NSL denies the allegations stated therein.

50. Answering Paragraph 50 of the Complaint, NSL admits the allegations stated therein.

51. Answering Paragraph 51 of the Complaint, NSL denies the allegations stated therein.

52. Answering Paragraph 52 of the Complaint, NSL admits the allegations stated therein.

53. Answering Paragraph 53 of the Complaint, NSL states that Plaintiffs purport to assert claims against it in this action.

54. Answering Paragraph 54 of the Complaint, NSL states that Plaintiffs purport to assert claims against it in this action.

55. Answering Paragraph 55 of the Complaint, NSL states that NSL is a subsidiary of Navient Corp. and services student loans. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 55.

56. Answering Paragraph 56 of the Complaint, NSL admits the allegations stated therein.

57. Answering Paragraph 57 of the Complaint, NSL denies the allegations stated therein.

58. Answering Paragraph 58 of the Complaint, NSL denies the allegations stated therein.

59. Answering Paragraph 59 of the Complaint, NSL states that Navient Corp. files annual reports and other required filings with the Securities and Exchange Commission, and otherwise denies the allegations therein.

60. Answering Paragraph 60 of the Complaint, NSL denies the allegations stated therein.

61. Answering Paragraph 61 of the Complaint, NSL denies the allegations stated therein.

62. Answering Paragraph 62 of the Complaint, NSL denies the allegations stated therein.

JURISDICTION AND VENUE

63. Answering Paragraph 63 of the Complaint, NSL states that this Court has subject matter jurisdiction. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 63.

64. Answering Paragraph 64 of the Complaint, NSL states that this Court has personal jurisdiction. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 64.

65. Answering Paragraph 65 of the Complaint, NSL states that it does not contest venue for this action only. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 65.

FACTUAL ALLEGATIONS

66. Answering Paragraph 66 of the Complaint, NSL states that it is a student loan servicer. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 66.

67. Answering Paragraph 67 of the Complaint, NSL states that it is a student loan servicer. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 67.

68. Answering Paragraph 68 of the Complaint, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the

allegations set forth therein and, on that basis, denies each and every allegation set forth therein.

69. Answering Paragraph 69 of the Complaint, NSL states that it is one of the nation's largest student loan servicers and otherwise denies the allegations therein.

70. Answering Paragraph 70 of the Complaint, NSL states that it is one of the nation's largest student loan servicers and otherwise denies the allegations therein.

71. Answering Paragraph 71 of the Complaint, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein.

72. Answering Paragraph 72 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required; however, to the extent a response is required, NSL states that the Form 10-K Annual Reports speak for themselves and denies any allegations that are inconsistent therewith.

73. Answering Paragraph 73 of the Complaint, NSL denies the allegations stated therein.

I. DEFENDANTS ARE FINANCIALLY MOTIVATED TO MAINTAIN HIGH PRINCIPAL BALANCES FOR AS LONG AS POSSIBLE TO BOOST INTEREST INCOME.

74. Answering Paragraph 74 of the Complaint, NSL denies the allegations stated therein.

75. Answering Paragraph 75 of the Complaint, NSL states that the Form 10-K Annual Reports speak for themselves and denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 75.

76. Answering Paragraph 76 of the Complaint, NSL denies the allegations stated therein.

77. Answering Paragraph 77 of the Complaint, NSL denies the allegations stated therein.

II. PAYMENTS TOWARD PRINCIPAL HAVE A SIGNIFICANT IMPACT ON THE DURATION AND TOTAL COST OF A LOAN

78. Answering Paragraph 78 of the Complaint, NSL states that it services or has serviced the student loans of Plaintiffs, and that such servicing is governed by promissory notes and potentially also by federal regulations. NSL denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 78.

79. Answering Paragraph 79 of the Complaint, NSL states that it services or has serviced the student loans of Plaintiffs, and that such servicing is governed

by promissory notes and potentially also by federal regulations. NSL denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 79.

80. Answering Paragraph 80 of the Complaint, NSL states that it services or has serviced the student loans of Plaintiffs, and that such servicing is governed by promissory notes and potentially also by federal regulations. NSL denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 80.

81. Answering Paragraph 81 of the Complaint, NSL states that it services or has serviced the student loans of Plaintiffs, and that such servicing is governed by promissory notes and potentially also by federal regulations. NSL denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 81.

82. Answering Paragraph 82 of the Complaint, NSL states that the website quoted speaks for itself and denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 82.

83. Answering Paragraph 83 of the Complaint, NSL states that the website quoted speaks for itself and denies any allegations that are inconsistent

therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 83.

84. Answering Paragraph 84 of the Complaint, NSL states that it services or has serviced the student loans of Plaintiffs, and that such servicing is governed by promissory notes and potentially also by federal regulations. NSL denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 84.

85. Answering Paragraph 85 of the Complaint, NSL states that it services or has serviced the student loans of Plaintiffs, and that such servicing is governed by promissory notes and potentially also by federal regulations. NSL denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 85.

III. DEFENDANTS SYSTEMATICALLY MISALLOCATE PAYMENTS DISPROPORTIONATELY TO INTEREST INSTEAD OF PRINCIPAL.

86. Answering Paragraph 86 of the Complaint, NSL states that it services or has serviced the student loans of Plaintiffs, and that such servicing is governed by promissory notes and potentially also by federal regulations. NSL denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 86.

87. Answering Paragraph 87 of the Complaint, NSL states that it services or has serviced the student loans of Plaintiffs, and that such servicing is governed by promissory notes and potentially also by federal regulations. NSL denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 87.

88. Answering Paragraph 88 of the Complaint, NSL states that it services or has serviced the student loans of Plaintiffs, and that such servicing is governed by promissory notes and potentially also by federal regulations. NSL denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 88.

89. Answering Paragraph 89 of the Complaint, NSL states that it services or has serviced the student loans of Plaintiffs, and that such servicing is governed by promissory notes and potentially also by federal regulations. NSL denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 89.

90. Answering Paragraph 90 of the Complaint, NSL states that it services or has serviced the student loans of Plaintiffs, and that such servicing is governed by promissory notes and potentially also by federal regulations. NSL denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 90.

91. Answering Paragraph 91 of the Complaint, NSL denies the allegations stated therein.

92. Answering Paragraph 92 of the Complaint, NSL denies the allegations stated therein.

93. Answering Paragraph 93 of the Complaint, NSL denies the allegations stated therein.

94. Answering Paragraph 94 of the Complaint, NSL denies the allegations stated therein.

Plaintiff Baxi Misallocation – Principal/Interest

95. Answering Paragraph 95 of the Complaint, NSL denies the allegations stated therein.

Plaintiff Ibrahim Misallocation – Principal/Interest

96. Answering Paragraph 96 of the Complaint, NSL denies the allegations stated therein.

97. Answering Paragraph 97 of the Complaint, NSL denies the allegations stated therein.

98. Answering Paragraph 98 of the Complaint, NSL denies the allegations stated therein.

Plaintiff Manetta Misallocation – Principal/Interest

99. Answering Paragraph 99 of the Complaint, NSL denies the allegations stated therein.

100. Answering Paragraph 100 of the Complaint, NSL denies the allegations stated therein.

101. Answering Paragraph 101 of the Complaint, NSL denies the allegations stated therein.

Plaintiff Markosian Misallocation – Principal/Interest

102. Answering Paragraph 102 of the Complaint, NSL denies the allegations stated therein.

103. Answering Paragraph 103 of the Complaint, NSL denies the allegations stated therein.

104. Answering Paragraph 104 of the Complaint, NSL denies the allegations stated therein.

Plaintiff Peck Misallocation – Principal/Interest

105. Answering Paragraph 105 of the Complaint, NSL denies the allegations stated therein.

106. Answering Paragraph 106 of the Complaint, NSL denies the allegations stated therein.

107. Answering Paragraph 107 of the Complaint, NSL denies the allegations stated therein.

108. Answering Paragraph 108 of the Complaint, NSL denies the allegations stated therein.

109. Answering Paragraph 109 of the Complaint, NSL denies the allegations stated therein.

110. Answering Paragraph 110 of the Complaint, NSL denies the allegations stated therein.

IV. DEFENDANTS SYSTEMATICALLY ALLOCATE MONTHLY PAYMENTS TO LOANS WITH LOWER INTEREST RATES AS OPPOSED TO LOANS WITH HIGHER INTEREST RATES

111. Answering Paragraph 111 of the Complaint, NSL states that it services or has serviced the student loans of Plaintiffs, and that such servicing is governed by promissory notes and potentially also by federal regulations. NSL denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 111.

112. Answering Paragraph 112 of the Complaint, NSL states that it services or has serviced the student loans of Plaintiffs, and that such servicing is governed by promissory notes and potentially also by federal regulations. NSL denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 112.

113. Answering Paragraph 113 of the Complaint, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth in Paragraph 113.

114. Answering Paragraph 114 of the Complaint, NSL denies the allegations stated therein.

115. Answering Paragraph 115 of the Complaint, NSL denies the allegations stated therein.

Plaintiff Baxi Misallocation – Lower Interest Loans

116. Answering Paragraph 116 of the Complaint, NSL denies the allegations stated therein.

117. Answering Paragraph 117 of the Complaint, NSL denies the allegations stated therein.

118. Answering Paragraph 118 of the Complaint, NSL denies the allegations stated therein.

Plaintiff Ibrahim Misallocation – Lower Interest Loans

119. Answering Paragraph 119 of the Complaint, NSL denies the allegations stated therein.

120. Answering Paragraph 120 of the Complaint, NSL denies the allegations stated therein.

121. Answering Paragraph 121 of the Complaint, NSL denies the allegations stated therein.

V. DEFENDANTS SYSTEMATICALLY CHARGE ARTIFICIALLY INFLATED MINIMUM INTEREST PAYMENTS.

122. Answering Paragraph 122 of the Complaint, NSL denies the allegations stated therein.

123. Answering Paragraph 123 of the Complaint, NSL denies the allegations stated therein.

124. Answering Paragraph 124 of the Complaint, NSL denies the allegations stated therein.

125. Answering Paragraph 125 of the Complaint, NSL denies the allegations stated therein.

VI. DEFENDANTS DELIBERATELY MISAPPLY CAPITALIZED INTEREST.

126. Answering Paragraph 126 of the Complaint, NSL states that the website quoted speaks for itself and denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 126.

127. Answering Paragraph 127 of the Complaint, NSL states that it services student loans in accord with the promissory notes and potentially federal regulations, and otherwise denies the allegations in Paragraph 127.

128. Answering Paragraph 128 of the Complaint, NSL states that it services student loans in accord with the promissory notes and potentially federal regulations, and otherwise denies the allegations in Paragraph 128.

129. Answering Paragraph 129 of the Complaint, NSL denies the allegations stated therein.

Plaintiff Ibrahim – Misapplied Capitalized Interest

130. Answering Paragraph 130 of the Complaint, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein.

Plaintiff Pereira – Misapplied Capitalized Interest

131. Answering Paragraph 131 of the Complaint, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein.

132. Answering Paragraph 132 of the Complaint, NSL denies the allegations stated therein.

Plaintiff Amores – Misapplied Capitalized Interest

133. Answering Paragraph 133 of the Complaint, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the

allegations set forth therein and, on that basis, denies each and every allegation set forth therein.

Plaintiff Baxi – Misapplied Capitalized Interest

134. Answering Paragraph 134 of the Complaint, states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein.

135. Answering Paragraph 135 of the Complaint, NSL denies the allegations stated therein.

VII. DEFENDANTS' REPAYMENT SYSTEM AND CUSTOMER SERVICE IS DESIGNED TO HINDER REPAYMENT AND IMPEDE DISCOVERY OF ERRORS.

136. Answering Paragraph 136 of the Complaint, NSL denies the allegations stated therein.

137. Answering Paragraph 137 of the Complaint, NSL denies the allegations stated therein.

138. Answering Paragraph 138 of the Complaint, NSL denies the allegations stated therein.

139. Answering Paragraph 139 of the Complaint, NSL denies the allegations stated therein.

140. Answering Paragraph 140 of the Complaint, NSL denies the allegations stated therein.

141. Answering Paragraph 141 of the Complaint, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 141.

142. Answering Paragraph 142 of the Complaint, NSL denies the allegations stated therein.

143. Answering Paragraph 143 of the Complaint, NSL denies the allegations stated therein.

VIII. DEFENDANTS' CONCEAL INFORMATION REGARDING PLAINTIFFS' LOANS.

144. Answering Paragraph 144 of the Complaint, NSL denies the allegations stated therein.

145. Answering Paragraph 145 of the Complaint, NSL states that it services student loans in accord with the promissory notes and potentially federal regulations, and otherwise denies the allegations in Paragraph 145.

146. Answering Paragraph 146 of the Complaint, NSL states that it services student loans in accord with the promissory notes and potentially federal regulations, and otherwise denies the allegations in Paragraph 146.

147. Answering Paragraph 147 of the Complaint, NSL states that it services student loans in accord with the promissory notes and potentially federal regulations, and otherwise denies the allegations in Paragraph 147.

148. Answering Paragraph 148 of the Complaint, NSL denies the allegations stated therein.

149. Answering Paragraph 149 of the Complaint, NSL denies the allegations stated therein.

IX. DEFENDANTS' MONTHLY STATEMENTS ARE DECEPTIVE AND MISLEADING.

150. Answering Paragraph 150 of the Complaint, NSL denies the allegations stated therein.

151. Answering Paragraph 151 of the Complaint, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein.

152. Answering Paragraph 152 of the Complaint, NSL denies the allegations stated therein.

153. Answering Paragraph 153 of the Complaint, NSL denies the allegations stated therein.

154. Answering Paragraph 154 of the Complaint, NSL denies the allegations stated therein.

155. Answering Paragraph 155 of the Complaint, NSL denies the allegations stated therein.

156. Answering Paragraph 156 of the Complaint, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein.

157. Answering Paragraph 157 of the Complaint, NSL denies the allegations stated therein.

158. Answering Paragraph 158 of the Complaint, NSL denies the allegations stated therein.

159. Answering Paragraph 159 of the Complaint, NSL denies the allegations stated therein.

160. Answering Paragraph 160 of the Complaint, NSL denies the allegations stated therein.

161. Answering Paragraph 161 of the Complaint, NSL states that the notices speak for themselves and denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 161.

162. Answering Paragraph 162 of the Complaint, NSL denies the allegations stated therein.

163. Answering Paragraph 163 of the Complaint, NSL states that the document speaks for itself and denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 163.

164. Answering Paragraph 164 of the Complaint, NSL states that the document speaks for itself and denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 164.

165. Answering Paragraph 165 of the Complaint, NSL denies the allegations stated therein.

166. Answering Paragraph 166 of the Complaint, NSL states that the document speaks for itself and denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 166.

167. Answering Paragraph 167 of the Complaint, NSL denies the allegations stated therein.

168. Answering Paragraph 168 of the Complaint, NSL denies the allegations stated therein.

X. DEFENDANTS PROMOTE THE USE OF COSIGNERS, BUT DELIBERATELY HINDER THEIR RELEASE AS PROMISED.

169. Answering Paragraph 169 of the Complaint, NSL states that the Form 10-K Annual Reports speak for themselves and denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 169.

170. Answering Paragraph 170 of the Complaint, NSL states that the Form 10-K Annual Reports speak for themselves and denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 170.

171. Answering Paragraph 171 of the Complaint, NSL states that the Form 10-K Annual Reports speak for themselves and denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 171.

172. Answering Paragraph 172 of the Complaint, NSL states that the Form 10-K Annual Reports speak for themselves and denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 172.

173. Answering Paragraph 173 of the Complaint, NSL states that the Form 10-K Annual Reports speak for themselves and denies any allegations that are

inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 173.

174. Answering Paragraph 174 of the Complaint, NSL denies the allegations stated therein.

175. Answering Paragraph 175 of the Complaint, NSL denies the allegations stated therein.

176. Answering Paragraph 176 of the Complaint, NSL states that the document quoted speaks for itself and denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 176.

177. Answering Paragraph 177 of the Complaint, NSL denies the allegations stated therein.

178. Answering Paragraph 178 of the Complaint, NSL states that the website quoted speaks for itself and denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 178.

179. Answering Paragraph 179 of the Complaint, NSL denies the allegations stated therein.

180. Answering Paragraph 180 of the Complaint, NSL states that the document quoted speaks for itself and denies any allegations that are inconsistent

therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 180.

181. Answering Paragraph 181 of the Complaint, NSL denies the allegations stated therein.

182. Answering Paragraph 182 of the Complaint, NSL denies the allegations stated therein.

183. Answering Paragraph 183 of the Complaint, NSL denies the allegations stated therein.

184. Answering Paragraph 184 of the Complaint, NSL denies the allegations stated therein.

185. Answering Paragraph 185 of the Complaint, NSL denies the allegations stated therein.

186. Answering Paragraph 186 of the Complaint, NSL denies the allegations stated therein.

187. Answering Paragraph 187 of the Complaint, NSL denies the allegations stated therein.

188. Answering Paragraph 188 of the Complaint, NSL denies the allegations stated therein.

189. Answering Paragraph 189 of the Complaint, NSL denies the allegations stated therein.

190. Answering Paragraph 190 of the Complaint, NSL denies the allegations stated therein.

XI. DEFENDANTS PROMOTED A BOGUS LOYALTY INCENTIVE PROGRAM WHICH DID LITTLE TO NOTHING TO LOWER STUDENT LOANS.

191. Answering Paragraph 191 of the Complaint, NSL states that there was a program called UPromise. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 191.

192. Answering Paragraph 192 of the Complaint, NSL states that there was a program called UPromise. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 192.

193. Answering Paragraph 193 of the Complaint, NSL states that the advertisements speak for themselves and denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 193.

194. Answering Paragraph 194 of the Complaint, NSL states that the Form 10-K Annual Reports speak for themselves and denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 194.

195. Answering Paragraph 195 of the Complaint, NSL denies the allegations stated therein.

196. Answering Paragraph 196 of the Complaint, NSL denies the allegations stated therein.

197. Answering Paragraph 197 of the Complaint, NSL denies the allegations stated therein.

XII. NAVIENT'S OFFICE OF THE CUSTOMER ADVOCATE IS MERELY AN IMITATION OF ITS CUSTOMER SERVICE.

198. Answering Paragraph 198 of the Complaint, NSL states that the Form 10-K Annual Reports speak for themselves and denies any allegations that are inconsistent therewith. Except as expressly stated, NSL denies each and every other allegation set forth in Paragraph 198.

199. Answering Paragraph 199 of the Complaint, NSL denies the allegations stated therein.

200. Answering Paragraph 200 of the Complaint, NSL denies the allegations stated therein.

201. Answering Paragraph 201 of the Complaint, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein.

202. Answering Paragraph 202 of the Complaint, NSL states that it is without sufficient knowledge or information to form a belief as to the truth of the

allegations set forth therein and, on that basis, denies each and every allegation set forth therein.

203. Answering Paragraph 203 of the Complaint, NSL denies the allegations stated therein.

204. Answering Paragraph 204 of the Complaint, NSL denies the allegations stated therein.

XIII. CLASS ALLEGATIONS.

A. Nationwide Class Definition

205. Paragraph 205 consists of allegations to which no response is required as they are not directed to NSL, and otherwise NSL denies the allegations in Paragraph 205

B. State Subclass Definitions

206. Paragraph 206 consists of allegations to which no response is required as they are not directed to NSL, and otherwise NSL denies the allegations in Paragraph 206

207. Paragraph 207 consists of allegations to which no response is required as they are not directed to NSL, and otherwise NSL denies the allegations in Paragraph 207

208. Paragraph 208 consists of allegations to which no response is required as they are not directed to NSL, and otherwise NSL denies the allegations in Paragraph 208

209. Paragraph 209 consists of allegations to which no response is required as they are not directed to NSL, and otherwise NSL denies the allegations in Paragraph 209

210. Answering Paragraph 210 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

211. Answering Paragraph 211 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

C. Fed. R. Civ. P. 23 Requirements

212. Answering Paragraph 212 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

213. Answering Paragraph 213 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

214. Answering Paragraph 214 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

215. Answering Paragraph 215 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

216. Answering Paragraph 216 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

217. Answering Paragraph 217 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

CAUSES OF ACTION

COUNT I COMMON LAW FRAUD

218. NSL incorporates its foregoing responses as though fully stated herein.

219. Answering Paragraph 219 of the Complaint, NSL denies the allegations set forth therein.

220. Answering Paragraph 220 of the Complaint, NSL denies the allegations set forth therein.

221. Answering Paragraph 221 of the Complaint, NSL denies the allegations set forth therein.

222. Answering Paragraph 222 of the Complaint, NSL denies the allegations set forth therein.

223. Answering Paragraph 223 of the Complaint, NSL denies the allegations set forth therein.

224. Answering Paragraph 224 of the Complaint, NSL denies the allegations set forth therein.

COUNT II

NEW JERSEY CONSUMER FRAUD ACT **N.J. STAT. ANN. §§ 56:8-1, ET SEQ.**

225. NSL incorporates its foregoing responses as though fully stated herein.

226. Paragraph 226 consists of allegations to which no response is required as they are not directed to NSL, and otherwise NSL denies the allegations in Paragraph 226.

227. Answering Paragraph 227 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

228. Answering Paragraph 228 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

229. Answering Paragraph 229 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

230. Answering Paragraph 230 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

231. Answering Paragraph 231 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

232. Answering Paragraph 232 of the Complaint, NSL denies the allegations set forth therein.

233. Answering Paragraph 233 of the Complaint, NSL denies the allegations set forth therein.

234. Answering Paragraph 234 of the Complaint, NSL denies the allegations set forth therein.

235. Answering Paragraph 235 of the Complaint, NSL denies the allegations set forth therein.

236. Answering Paragraph 236 of the Complaint, NSL denies the allegations set forth therein.

237. Answering Paragraph 237 of the Complaint, NSL denies the allegations set forth therein.

238. Answering Paragraph 238 of the Complaint, NSL denies the allegations set forth therein.

239. Answering Paragraph 239 of the Complaint, NSL denies the allegations set forth therein.

240. Answering Paragraph 240 of the Complaint, NSL denies the allegations set forth therein.

241. Answering Paragraph 241 of the Complaint, NSL denies the allegations set forth therein.

242. Answering Paragraph 242 of the Complaint, NSL denies the allegations set forth therein.

243. Answering Paragraph 243 of the Complaint, NSL denies the allegations set forth therein.

244. Answering Paragraph 244 of the Complaint, NSL denies the allegations set forth therein.

245. Answering Paragraph 245 of the Complaint, NSL denies the allegations set forth therein.

COUNT III

DELAWARE CONSUMER FRAUD ACT
DEL. CODE. ANN. §§ 2511. ET SEQ.

246. NSL incorporates its foregoing responses as though fully stated herein.

247. Paragraph 247 consists of allegations to which no response is required as they are not directed to NSL, and otherwise NSL denies the allegations in Paragraph 247

248. Answering Paragraph 248 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

249. Answering Paragraph 249 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

250. Answering Paragraph 250 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

251. Answering Paragraph 251 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

252. Answering Paragraph 252 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

253. Answering Paragraph 253 of the Complaint, NSL denies the allegations set forth therein.

254. Answering Paragraph 254 of the Complaint, NSL denies the allegations set forth therein.

255. Answering Paragraph 255 of the Complaint, NSL denies the allegations set forth therein.

256. Answering Paragraph 256 of the Complaint, NSL denies the allegations set forth therein.

257. Answering Paragraph 257 of the Complaint, NSL denies the allegations set forth therein.

258. Answering Paragraph 258 of the Complaint, NSL denies the allegations set forth therein.

259. Answering Paragraph 259 of the Complaint, NSL denies the allegations set forth therein.

260. Answering Paragraph 260 of the Complaint, NSL denies the allegations set forth therein.

261. Answering Paragraph 261 of the Complaint, NSL denies the allegations set forth therein.

262. Answering Paragraph 262 of the Complaint, NSL denies the allegations set forth therein.

COUNT IV

FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT **FLA. STAT. ANN. §§ 201.201, ET SEQ.**

263. NSL incorporates its foregoing responses as though fully stated herein.

264. Paragraph 264 consists of allegations to which no response is required as they are not directed to NSL, and otherwise NSL denies the allegations in Paragraph 264.

265. Answering Paragraph 265 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

266. Answering Paragraph 266 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

267. Answering Paragraph 267 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

268. Answering Paragraph 268 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

269. Answering Paragraph 269 of the Complaint, NSL denies the allegations set forth therein.

270. Answering Paragraph 270 of the Complaint, NSL denies the allegations set forth therein.

271. Answering Paragraph 271 of the Complaint, NSL denies the allegations set forth therein.

272. Answering Paragraph 272 of the Complaint, NSL denies the allegations set forth therein.

273. Answering Paragraph 273 of the Complaint, NSL denies the allegations set forth therein.

274. Answering Paragraph 274 of the Complaint, NSL denies the allegations set forth therein.

275. Answering Paragraph 275 of the Complaint, NSL denies the allegations set forth therein.

276. Answering Paragraph 276 of the Complaint, NSL denies the allegations set forth therein.

COUNT V

**NEW YORK CONSUMER PROTECTION FROM DECEPTIVE ACTS AND
PRACTICES LAW**
N.Y. GEN. BUS. LAW §§ 349, ET SEQ.

277. NSL incorporates its foregoing responses as though fully stated herein.

278. Paragraph 278 consists of allegations to which no response is required as they are not directed to NSL, and otherwise NSL denies the allegations in Paragraph 278.

279. Answering Paragraph 279 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

280. Answering Paragraph 280 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

281. Answering Paragraph 281 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

282. Answering Paragraph 282 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

283. Answering Paragraph 283 of the Complaint, NSL states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, NSL denies the allegations.

284. Answering Paragraph 284 of the Complaint, NSL denies the allegations set forth therein.

285. Answering Paragraph 285 of the Complaint, NSL denies the allegations set forth therein.

286. Answering Paragraph 286 of the Complaint, NSL denies the allegations set forth therein.

287. Answering Paragraph 287 of the Complaint, NSL denies the allegations set forth therein.

288. Answering Paragraph 288 of the Complaint, NSL denies the allegations set forth therein.

289. Answering Paragraph 289 of the Complaint, NSL denies the allegations set forth therein.

290. Answering Paragraph 290 of the Complaint, NSL denies the allegations set forth therein.

291. Answering Paragraph 291 of the Complaint, NSL denies the allegations set forth therein.

292. Answering Paragraph 292 of the Complaint, NSL denies the allegations set forth therein.

293. Answering Paragraph 293 of the Complaint, NSL denies the allegations set forth therein.

294. Paragraph 294 consists of allegations to which no response is required as they are not directed to NSL, and otherwise NSL denies the allegations in Paragraph 294.

COUNT VI

BREACH OF FIDUCIARY DUTY

295. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

296. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

297. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

298. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

PRAYER FOR RELIEF

Answering the Prayer for Relief, NSL denies that Plaintiffs are entitled to any of the relief set forth in the Prayer for Relief.

JURY DEMAND

Answering the Jury Demand, NSL states that Plaintiffs demand a trial by jury.

DEFENDANT'S GENERAL DENIAL

To the extent not expressly admitted herein, NSL denies all of the allegations in Plaintiffs' Complaint.

AFFIRMATIVE DEFENSES

Without assuming the burden of proof where it otherwise lies with Plaintiffs, NSL asserts the following affirmative defenses:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

The Complaint fails to set forth facts sufficient to state a claim against NSL.

SECOND AFFIRMATIVE DEFENSE

(Statute of Limitations)

Plaintiffs' claims are barred by the applicable statutes of limitations.

THIRD AFFIRMATIVE DEFENSE

(Estoppel)

The Complaint is barred, in whole or in part, by the conduct of Plaintiffs, which amounts to and constitutes an estoppel of the claims and any relief sought thereby.

FORTH AFFIRMATIVE DEFENSE

(Waiver)

The Complaint, and each purported claim alleged therein, is barred by the conduct of Plaintiffs, which amounts to and constitutes a waiver of any right or rights that Plaintiffs may or might have in relation to the matters alleged in the Complaint.

FIFTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

To the extent that any Plaintiffs have suffered any damages as a result of the matters alleged in the Complaint, which NSL denies, Plaintiffs failed to mitigate those damages, and the claims therefore are barred, in whole or in part.

SIXTH AFFIRMATIVE DEFENSE

(Intervening Cause)

NSL alleges, based upon information and belief, that Plaintiffs and the supposed class members' alleged injuries, if any, were proximately and solely caused by an independent and/or intervening cause or causes, for whom or for which NSL is neither liable nor responsible.

SEVENTH AFFIRMATIVE DEFENSE

(Lack of Standing)

The asserted claims are barred in whole or in part to the extent that Plaintiffs and the supposed class members did not suffer an injury in fact.

EIGHTH AFFIRMATIVE DEFENSE

(Lack of Subject Matter Jurisdiction)

Several of Plaintiffs' claims may be barred by applicable arbitration clauses.

WHEREFORE, NSL requests the following relief:

1. Plaintiffs and the supposed class members take nothing by virtue of the Complaint;
2. The claims asserted against NSL in the Complaint be dismissed with prejudice;
3. For judgment to be entered against Plaintiffs and the supposed class members and in favor of NSL;
4. That NSL be awarded its attorneys' fees and costs incurred in this action, and any other amounts recoverable under law; and
5. That this Court grant NSL such other relief that this Court may deem just and proper.

DEMAND FOR JURY TRIAL

NSL demands a trial by jury on all counts.

Dated: August 26, 2021

GREENBERG TRAURIG, LLP

By: /s/ Rebecca G. Zisek

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